This instrument was prepared by

John T. Campbell of Duke & Campbell, One Independence Plaza, Suite 600

(Address) Birmingham, Alabama 35209

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

Sixty Thousand and No/100 Dollars (\$60,000.00) That in consideration of

to the undersigned grantor, CROSS HOME BUILDERS, INC. a corporation, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

Reid H. Brown and wife, Evelyn C. Brown

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama.

See attached Exhibit A

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TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances,

that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its President, 1993 who is authorized to execute this conveyance, has hereto set its signature and seal, this the 18th day of

**XXXXXX**XX Withess

drew W. Cross,

J'resident

STATE OF ALABAMA COUNTY OF SHELBY

> Deborah P. Thompson Ι,

a Notary Public in and for said County in said

State, hereby certify that

Andrew W. Cross,

President of whose name as a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the 18th

day of

March, 1993 Wellstah P. Hompson
Notary Public

My Commission expires: 1/4/94

## EXHIBIT A

Lot 10, according to the survey of Greystone-1st Sector, Phase V, as recorded in Map Book 16, Page 62, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama and all amendments thereto (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

The Property is conveyed subject to the following:

- 1. The Property shall be used for single-family residential purposes only and any dwelling built thereon shall contain not less than 2,600 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,000 square feet of Living Space, as defined in the Declaration, for multi-story homes.
- 2. Subject to the provisions of Sections 6.04(c), 6.04(d) and 6.05 of the Declaration, the Property shall be subject to the following minimum setbacks:
  - (i) Front Setback: 35 feet;
    (ii) Rear Setback: 50 feet;
    (iii) Side Setbacks: 10 feet.

The foregoing setbacks shall be measured from the property lines of the Property.

- 3. Ad valorem taxes due and payable October 1, 1993, and all subsequent years thereafter.
- 4. Fire district dues and library district assessments for the current year and all subsequent years thereafter.
  - 5. Mining and mineral rights not owned by Grantor.
  - 6. All applicable zoning ordinances.
  - 7. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration.
  - All easements, restrictions, reservations, agreements, rights-of-way, buildings setback lines and any other matters of record.

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